

Fort Lee Board of Education

High School Department Supervisors

THIS DOCUMENT  
CIRCULAR

PREAMBLE

This Agreement is entered into this *13th* day of *April*, 1983 by and between the BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN, hereinafter called the "BOARD", and the HIGH SCHOOL DEPARTMENT SUPERVISORS ASSOCIATION, hereinafter called the "ASSOCIATION".

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## ARTICLE I

### RECOGNITION

A. The Board of Education hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations and presentations of grievances for all employees who comprise the unit hereunder as follows:

1. High School Department Supervisors, formerly known as High School Department Heads.

This unit is expressly limited to the Department Supervisors of the following High School Departments: English (including Library), Mathematics, Science, Social Studies, Foreign Languages, Business Education, Physical Education, and Industrial Arts, and any other similar high school department which may hereafter be established by the Board.

2. The following personnel are hereby specifically excluded from the negotiation unit:
  - a) Per Diem appointments.
  - b) Substitutes, including long-term substitutes.
  - c) High School principal, assistant principal, and all other supervisors within the High School and/or within the Fort Lee Public School System.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition", of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate Resolution of the Board and approved by appropriate Resolution of the Association by its internal procedures, shall be signed by the Board and the Association. Prior to execution of the Agreement, the Association's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.

2. The Association shall submit its contract proposals to the Board of Education through the Superintendent of Schools no later than October 10th but not prior to September 10th of the year preceding the calendar year in which this Agreement expires, and such submission of proposals shall constitute the opening of formal negotiations.

3. The Board reserves the right to present a proposal of its own as well as counter-proposals to those presented by the Association. Such proposals and counter-proposals shall be presented to the Association in writing no later than forty-five (45) calendar days after receipt of the Association's proposals.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III

#### ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

##### A. Released Time for Meetings.

Whenever any representative of the Association (not exceeding two (2) in total number at a specific meeting) participates during working hours in negotiations or grievance proceedings, mutually arranged by and between the parties hereto, he shall suffer no loss in pay. Whenever any Department Supervisor participates during working hours in a grievance proceeding as a "party" to such proceedings, pursuant to the provisions of Article VI of this Agreement, he shall suffer no loss in pay.

##### B. Use of School Buildings.

The Association and its representatives have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of such meetings. Prior approval shall be required, but shall not be unreasonably withheld.

##### C. Use of School Equipment.

The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual instruments at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

##### D. Mail Facilities and Mail Boxes.

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the Administration. The nature and contents of any materials so circulated need not be disclosed to any administrative personnel, including building principals, and no penalties shall be imposed on any Association representative who refuses to disclose any related information being circulated in the mailboxes.

E. Exclusive Rights.

The rights and privileges of the Association and its authorized representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the Department Supervisors and to no other organizations.

F. The Board and the Association shall be responsible for acquainting their respective members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of this Agreement by their respective members during the life of this Agreement.

## ARTICLE IV

### DEPARTMENT SUPERVISOR RIGHTS

#### A. Rights and Protection.

Pursuant to Chapter 123, Public Laws of 1972 as amended, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any Department Supervisor in the enjoyment of any rights conferred by Chapter 123 and that they shall not discriminate against any Department Supervisor by reason of his membership or nonmembership in the Association or his participation or non-participation in any activities of the Association.

#### B. Evaluation of Students.

The Department Supervisor during his responsibilities and duties as a teacher shall have the responsibility of determining grades and other evaluations of students within the guidelines of grading policies of the Fort Lee School District. No grade or evaluation will be changed without consultation with such Department Supervisor. In the event that such Department Supervisor does not agree to a grade change, or is not available for a conference, an administrative grade may be given by the Principal. The record shall clearly indicate that the grade given in such instances was not such Department Supervisor's grade.

#### C. Association Identification.

No Department Supervisor shall be prevented from wearing reasonable pins or other reasonable identification of membership in the Association or its affiliates.

#### D. Statutory Savings.

Nothing contained herein shall be construed to deny or restrict to any Department Supervisor such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Department Supervisor hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE VI  
GRIEVANCE PROCEDURE

A. Definitions.

1. The term "grievance" is a claim by a Department Supervisor of the Association based upon the interpretation, application, or violations of this Agreement, policies or administrative decisions, affecting terms and conditions of employment of a Department Supervisor or a group of Department Supervisors.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- a) The failure or refusal of the Board to renew a contract of a non-tenured employee.
- b) In matters where a method of review is prescribed by law, or by any rule, regulation or by law of the State Commissioner of Education or the State Board of Education.

3. The term "employee" shall mean any regularly employed individual covered in Article I, "Recognition".

4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent them.

5. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

6. The term "party" means an aggrieved employee, the employee's immediate superior, the school principal or any staff member or Administrator below the Superintendent of Schools who may be affected by the determination of the Superintendent in connection with the procedure herein established.

7. Arbitrable Grievance. The only grievances which may be arbitrated are those grievances alleging that there has been a violation of the express written terms of this Agreement.



B. Purpose.

1. It is expressly agreed between the parties hereto that grievances may be processed either by the employee who has been aggrieved or by the Association.

2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting Department Supervisors, Administrators and the Board of Education.

3. Nothing herein contained shall be construed as limiting the right of any Department Supervisor having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.

C. Procedure.

1. The number of days indicated at each level of this procedure shall be considered as maximum limitations and such time limitation may only be extended by mutual agreement between the parties involved.

2. An aggrieved employee shall institute action under the provisions hereof within twenty (20) school days of the occurrence of the grievance. Failure to act within said twenty (20) day period shall be deemed to constitute an abandonment of the grievance.

3. An aggrieved party may, at his election, first discuss the grievance informally with his principal or immediate superior, or discuss such grievance with his principal or immediate superior through the Association's designated representative with the objective of resolving the matter informally. During such period of informal discussion of the grievance, the twenty (20) school-day period for the filing of grievances shall be tolled. However, the tolling of such twenty (20) school-day period shall cease, and said period shall continue to run, at such time as informal discussions have terminated. For the purpose of this paragraph, such informal discussions shall be deemed to have been terminated if no informal discussions occur for a period of two (2) consecutive days.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his grievance orally with his immediate superior (Supervisor or principal). Where the immediate superior is below the position of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) school days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction at the level referred to above, such employee may submit such grievance to the Superintendent of Schools or his designee within five (5) school days from the date of the determination at the level referred to above. Such grievance must be submitted to the Superintendent of Schools or his designee in writing specifying:

- a) The nature of the grievance specifying the terms or provisions of the Agreement which have allegedly been violated and which are the subject of the grievance;
- b) The results of the previous discussion;
- c) The basis of his dissatisfaction with the determination.

7. A copy of the writing called for in Paragraph 6 above shall be furnished by the aggrieved employee to the school principal and to the immediate superior of the aggrieved employee.

8. Within ten (10) school days from the receipt of the written grievance, the Superintendent of Schools or his designee shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) school days of said hearing, the Superintendent of Schools or his designee shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. If any party is not satisfied with the disposition of the grievance at the Superintendent's level, or if no decision has been rendered within fifteen (15) school days after reaching the Superintendent of Schools, such party may request a hearing of the Board. Such request shall be in writing, setting forth the reasons and shall be transmitted within fifteen (15) school days from the date of the decision of the Superintendent of Schools or his designee to the Superintendent of Schools who shall attach related papers, including copies of those requested by such party, and forward the request to the Board. The Board, or a Committee thereof, shall hear the grievance within twenty (20) school days. The Board will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within twenty (20) school days from the date of the close of the hearing, setting forth reasons for its decision. Copies of such decision shall be transmitted to the aggrieved party and the Association, within five (5) school days from the date the decision was rendered by the Board. The decision of the Board shall be final, nonappealable, binding and conclusive on all parties, except as otherwise herein expressly set forth in Paragraph 11 of this ARTICLE.

11. In the event the grievance alleges that there has been a violation of the express written terms of this Agreement and the Department Supervisor is dissatisfied with the determination of the Board as provided in Paragraph 10 above, he may request that the Association pursue arbitration according to the rules and regulations established by the American Arbitration Association.

The authority of any arbitrator shall be limited solely to the interpretation of the Agreement, and he shall have no authority to add to, subtract from, or modify any of the said provisions.

The only grievances which may be arbitrated are those alleging that there has been a violation of the express written terms of this Agreement.

The arbitrator shall have no authority to rule on grievances which concern the interpretation, application or alleged violation of Board policies and administrative decisions, affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.

In rendering his decision, the Arbitrator may take into consideration arguments of past practice only as they relate to the particular grievance under consideration, provided however that the issue of past practice shall be confined to the grievance under consideration and shall not include any matters involved with educational policy decisions. In rendering his decision, the Arbitrator shall be bound by the laws of the State of New Jersey and the United States, decisions of the Courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education.

The decision of the Arbitrator shall be binding upon the parties.

12. A request for arbitration shall be made no later than twenty (20) calendar days following the determination at the prior step. Failure to file within the said time shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

13. In the event of arbitration, the costs of the arbitrator's services shall be borne equally by the Board and the Association. All other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

14. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives as heretofore referred to in this ARTICLE.

ARTICLE VII

NO-STRIKE PLEDGE

A. The Association agrees that during the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize or support any strike or any other job action, or the invocation of sanctions against the Board. Should a strike or other such job action occur, the Association shall attempt to direct its members to fulfill their responsibilities hereunder.

B. The Department Supervisors participating in the aforementioned actions may subject themselves to appropriate disciplinary action.

## ARTICLE VIII

### DEPARTMENT SUPERVISOR EMPLOYMENT

#### A. Certification.

##### 1. Qualifications.

Subject to the provisions of Paragraph A.2. below, the minimum qualifications for High School Department Supervisors shall be as follows:

- a) New Jersey Teacher Certification;
- b) New Jersey Certificate - Supervisor,  
as required by State Law and State  
Department of Education Regulations;
- c) A Master's degree from an accredited  
college or university;
- d) A minimum of three years teaching  
experience.

2. The Fort Lee Board of Education shall have the right, in its sole and absolute discretion, subject however to the laws of the State of New Jersey and the Regulations of the New Jersey Department of Education, (a) to waive any of the aforesaid minimum requirements; (b) accept such alternatives to the aforesaid minimum qualifications; and (c) provide for such additional qualifications - all as the Board may find appropriate and acceptable.

3. The decision of the Fort Lee Board of Education with reference to Paragraph A.2. above shall not be a subject of or a cause for invoking the grievance procedure.

##### 4. Notification.

The Superintendent upon written request shall annually report to the Association, in writing, the certificates and degrees held, major and minor fields of study, and prior experience of each new Department Supervisor.

#### B. Placement on Salary Schedule.

##### 1. Adjustment to Salary Schedule.

Each Department Supervisor shall be placed on his or her proper step of the salary schedule in accordance with the present prorating system of steps.

2. Credit for Experience.

Whenever a person shall hereafter accept office, position, or employment as a Department Supervisor, his initial place on the salary schedule shall be at such point as may be agreed upon by the Department Supervisor and the Board of Education. The Board shall evaluate his outside educational experience and has the sole right to fix starting salary.

C. Returning to the District.

Every Department Supervisor, who after July 1, 1940, has served or hereafter shall serve, in the active military or naval service of the United States or of this State, including active service in the Women's Army Corps, the Women's Reserve of the Naval Reserve, or any similar organization authorized by the United States to serve with the Army or Navy, in time of war to or in connection with the operation of any system of selective service, shall be entitled to any employment or adjustment increment to which he would have been entitled if he had been employed for the same period of time in some publicly owned and operated college, school, or institution of learning in this or any State or territory of the United States, except that the period of such service shall not be credited toward more than four(4) employment or adjustment increments.

D. Notification of Contract and Salary.

Department Supervisors shall be notified of their contract status for the ensuing year no later than April 30th of any year, and shall be notified of their salary status after the same has been adopted by the Board.

## ARTICLE IX

### DEPARTMENT SUPERVISOR ASSIGNMENT

#### A. Notification.

##### 1. Date for Presently Employed Department Supervisors.

Every reasonable effort will be made to give Department Supervisors written notice of their salary schedules, class and/or subject assignments, building assignments, room assignments and department assignments for the forthcoming year not later than August 10.

##### 2. New Department Supervisors.

The Superintendent, or his designee, shall give notice of assignments to new Department Supervisors as soon as practicable, and except in cases of emergency, not later than August 10.

##### 3. Revisions.

In the event of changes in such schedules, class and/or subject assignment, building assignments, room assignments, or department assignments, are posed after August 10, the Association and any affected Department Supervisor shall be notified in writing as soon as possible.



## ARTICLE X

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Notice.

Notice to the Department Supervisor or Department Supervisors involved in an involuntary transfer, assignment or reassignment shall be given as soon as practicable.

#### B. Meeting.

Any involuntary transfer, assignment or reassignment shall be made only after a meeting between the Department Supervisor involved and the Principal, if the Department Supervisor and the Principal are available for such conference. The Department Supervisor shall be notified of the reason(s) for such involuntary transfer at such conference. If the Department Supervisor and the Principal are not available for said conference, then the Department Supervisor shall be notified as soon as possible of the transfer, assignment or reassignment and the reasons for same.

In the event that the Department Supervisor objects to the transfer, assignment or reassignment, and upon the written request of the Department Supervisor, the Superintendent or his designee shall meet with such Department Supervisor. The decision of the Superintendent or his designee shall be final and non-appealable and not subject to the grievance procedure.

#### C. Appeal.

In the event a Department Supervisor believes that the procedures outlined in Paragraphs A. and B. above have not been followed, he shall immediately notify the Superintendent of such procedural defects. The Superintendent will have twenty (20) school days from such notification to rectify the procedural defects. In the event the Superintendent fails to rectify such defects, the Department Supervisor may grieve and his grievance shall be limited to the procedural defects only in accordance with ARTICLE VI.

## ARTICLE XI

### PROMOTIONS

#### A. Positions Included.

Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibilities.

##### 1. Date of Posting.

When a school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association at the time of posting. Department Supervisors who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limits specified in the notice and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications must be renewed annually for consideration for future vacancies.

##### 2. Application Procedure.

Department Supervisors who desire to apply for a promotional position which may be filled during the summer when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. Insofar as practicable, the Superintendent shall notify such Supervisors of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent shall send to the Association a list of promotional positions to be filled during the summer period.

#### B. Criteria for Notice.

In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

C. Procedure.

All qualified Department Supervisorsshall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

D. Decision of the Board of Education.

The ultimate responsibility for making all promotions rests with the Board. The Board shall have the sole and exclusive right to make the final determination as to all promotions, and the decision of the Board, as to procedure and substance, shall not be a subject of or a cause for invoking the grievance procedure.

## ARTICLE XII

### DEPARTMENT SUPERVISOR EVALUATION

Non-tenured and tenured Department Supervisors in their position as teachers and/or Department Supervisors shall be evaluated in accordance with the Statutes of the State of New Jersey, the Rules and Regulations of the State Department of Education and the Commissioner of Education, and the policies and procedures for the evaluation of non-tenured and tenured school personnel adopted by the Board pursuant to the aforesaid Statutes, Rules and Regulations.

## ARTICLE XIII

### DEPARTMENT SUPERVISOR WORK YEAR

#### A. In-School Work Year.

1. The in-school work year for Department Supervisors shall be the same as that for teachers employed by the Board of Education as defined and set forth in Article XIV of the Agreement, dated October 4, 1982, between the Board of Education and the Fort Lee Coalition of Teachers, plus a total of five (5) days of additional service prior to orientation day and/or after the close of the regular school year. The allocation of the five (5) days of additional service and the date of service shall be determined in the sole and absolute authority of the Superintendent of Schools, subject to the approval of the Board, except that not more than three (3) of these days shall precede orientation day and shall be in September. The determination by the Superintendent of Schools and as approved by the Board shall not be the subject of or a cause for invoking the grievance procedure.

#### 2. Definition of In-School Work Year.

The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which attendance is required.

#### 3. Inclement Weather.

Department Supervisor attendance shall not be required when students' attendance is not required due to inclement weather.

## ARTICLE XIV

### DEPARTMENT SUPERVISOR HOURS AND TEACHING LOAD.

#### A. Department Supervisor Day.

##### 1. Check-In Procedure.

In accordance with the present practices, Department Supervisors shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

##### 2. Arrival and Dismissal Time.

The arrival and dismissal time for Department Supervisors shall be the same as for teachers employed by the Board of Education assigned to the High School except that Department Supervisors shall be required to arrive ten (10) minutes prior to such teachers arrival time and shall be required to remain twenty (20) minutes after the regular teachers dismissal time.

##### 3. Leaving the Building.

Department Supervisors may leave the building without requesting permission during their scheduled duty-free lunch periods.

#### B. Lunch Periods.

Department Supervisors shall have one (1) scheduled duty-free period daily as a lunch period.

#### C. Preparation Time.

Department Supervisors shall, in addition to their lunch period, have a daily preparation period.

#### D. Meetings.

##### 1. Faculty and Other.

Department Supervisors shall be required to remain after the end of their regular work day, without additional compensation, for the purpose of attending faculty and other professional meetings two (2) days each month, except for periods preceding Middle State's Evaluation and New Jersey State Evaluation when more than two (2) meetings per month may be required. The said meetings shall not be scheduled for any Friday or any day immediately preceding any legal holiday except in cases of emergency.

E. Teaching Load.

Department Supervisors shall teach a maximum of three class periods per day, except in such circumstances when the Superintendent of Schools or his designee determines that for educational purposes or economic or administrative reasons such teaching load shall be decreased to two or one class(es) per day. Any such decision by the Superintendent of Schools or his designee to change a Department Supervisor's teaching load from a maximum of three classes per day to two classes or to one class per day, or back again from one or two classes to three classes per day, shall not be the subject of or a cause for invoking the grievance procedure.

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ARTICLE XV

A. Salary Schedule and Annual Compensation Differential.

1. The salary schedule and the annual compensation differential for the employees covered by this Agreement for the school year 1983-1984 (September 1st to June 30th) are as set forth in Exhibit A attached hereto and made a part hereof.

2. The salary schedule and the annual compensation differential for the employees covered by this Agreement for the school year 1984-1985 (September 1st to June 30th) are as set forth in Exhibit B attached hereto and made a part hereof.

B. Withholding of Increments

1. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, and/or the annual compensation differential, of any employee, pursuant to the provisions and procedures as prescribed by N.J.S.A. 18A:29-14, as amended and supplemented.

2. The withholding of an increment and/or an annual compensation differential by the Board of Education shall not be a subject of or a cause for invoking the grievance procedure.

C. Method of Payment

1. Each Department Supervisor shall be paid in twenty (20) equal semi-monthly installments during his/her employment on a ten (10) month basis.

2. Exception

When a pay day falls on or during a school holiday, vacation or weekend, Department Supervisors shall receive their pay check on the last previous working day.

3. Final Pay

Each Department Supervisor shall receive his/her final pay on his/her last working day in June.



D. Payroll Savings Plan

Each Department Supervisor may individually elect to have a percentage of his/her salary deducted from his/her pay checks and deposited within ten (10) days from the dates of the pay period in the East Bergen Credit Union.

## ARTICLE XVI

### SICK LEAVE

Whenever the word "teacher(s)" appears in this ARTICLE, except in paragraph 3(a), the same is hereby amended to read "Department Supervisor(s)".

The words "Exhibit A, page 36" in paragraph 4 of this ARTICLE, is hereby amended to read "Exhibit D".

The words "Exhibit B, page 26" in paragraph 5 of this ARTICLE, is hereby amended to read "Exhibit E".

1. Teachers shall be allowed sick leave with full pay for ten school days in each school year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Secretary of the Board in case of sick leave claimed.
2. Teachers are also granted the following additional sick leave allowance:

Sick leave allowance shall be extended beyond accumulated sick leave to provide for employees over the extended portion of said sick leave (meaning, the portion that is beyond the accumulated sick leave days) regular salary less the \$25\* daily pay of substitute (with this \$25 amount pro-rated for part time personnel) for all teachers (regardless of whether a substitute is employed), under conditions of extended absence for illness or injury as approved by the Board of Education medical director, with the number of school days in a continuous absence thus to be covered by the difference in pay to depend upon the number of school days of teacher's accumulated sick leave at the onset of this absence for illness or injury according to the following table:

<u>Days Accumulated</u>	<u>Additional Days</u>
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1 - 30	Two days for each day listed in the column to the left.
31 or more	Two days for each day listed in the column to the left except that the maximum will be 65.

\*This \$25 daily rate for substitute service for the school year 1974-1975, and for each subsequent school year, shall be used in the said calculation for the said school year regardless of whether no substitute was employed, or the employed substitute was compensated at a rate in excess of \$25 daily (as is sometimes the case for long-term substitutes who are paid per the regular teachers' salary guide). This \$25 figure is increased to \$28 after the fifth day of continuous service in the same position.

3. The following additional sick leave benefits are operative for teachers at the time of their retirement, thus in effect establishing for teachers a terminal leave provision:

- (a) Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employees' Retirement System.
- (b) These benefits shall provide compensation during said terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be 1/2 of the number of days credited cumulative sick leave as of the time of retirement, except that not more than 100 days totally of this payment within the terminal leave period shall be allowed.
- (c) The said salary payment within the period of terminal leave shall be calculated on the basis of 1/20 of the employee's monthly salary rate at the time of retirement as the determinant of the rate of compensation which shall be paid within the said leave period for each day of said terminal leave.
- (d) In administering this benefit it is expected that the terminal leave period will commence at the close of a regular school year.

4. Any teacher wishing to exercise the foregoing sick leave provision of paragraph No. 2 above should complete in triplicate copies the following "Employee's Statement" section of this form, Exhibit A, Page 36. The Teacher should then retain the third copy, and mail to the Medical Director of the Fort Lee Board of Education, the first and second copies of this form together with the covering note\*\* of justification from the teacher's personal doctor and also a stamped envelope self-addressed to the teacher.

\*\*Note necessary only when more than 5 days of extended leave is requested. Doctor's note must contain the doctor's diagnosis of the teacher's appertaining illness or injury.

The teacher may expect the Medical Director to mail back to the teacher the original copy (first) of this form signifying the action taken by the Medical Director. The teacher should then send this completed form to the Secretary of the Fort Lee Board of Education.

5. The report form titled Employee's Report of Reason for Absence, Exhibit B, Page 26, shall be completed in duplicate with a pen and submitted to the teacher's immediate supervisor not later than the first day upon which the teacher returns to work following any day of absence for any reason.

Whenever the sick-leave absence of any teacher of the Board of Education shall have passed ten consecutive working days, said teacher shall submit to the Secretary of the Board of Education by the fifteenth consecutive working day, whether or not said employee shall have returned to work by said fifteenth day, starting the counting of said fifteen days with the initial day within said absence period, a certificate from a physician, engaged by said teacher, delineating (1) the physician's diagnosis of the involved illness or injury, and (2) the physician's prognosis of the anticipated date for said teacher's capacity for return to his regular employment with the Board of Education. Said prognosis should stipulate any indicated need for part-time, with extent thereof, rather than full-time work in said employment, and any indicated need for physical or other limitations of activity in said employment, with the appertaining period of time for which said limitation or limitations should apply.

The Secretary of the Board of Education shall forth with present a copy of said medical certificate to the members of the Fort Lee Board of Education and to the Superintendent of Schools (the latter, however, not to be thus involved with employees in the office of Secretary of the Board of Education.)

## ARTICLE XVII

### TEMPORARY LEAVES OF ABSENCE

Wherever the word "teacher(s)" appears in this ARTICLE, the same is hereby amended to read "Department Supervisor(s)".

The words "Exhibit B, page 27" in paragraph 2 of this ARTICLE is hereby amended to read "Exhibit E".

#### 1. ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

##### A. EMERGENCY LEAVE

A total of five days leave shall be allowed an employee without pay deduction, when his absence is necessitated by:

- (1) Court Order (inclusive of a Selective Service Board Directive).
- (2) Death, critical illness, injury to or an emergency in a member of his immediate family (father, mother, brother, sister, husband, wife or child), or his in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), a teacher's grandparents and teacher's spouse's grandparents, plus members of a teacher's immediate household.
- (3) Any emergency to personal property and residence.

The employee may be required to submit to the Board of Education, through the Superintendent of Schools, a statement of the necessity for his absence. In case the employee claims illness of a relative, the employee may be required to furnish the name and address of the attending doctor and grant the Board permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency leave claim and to direct appropriate salary deductions in the event that more than five days absence in any one year is imperative.

#### B. PERSONAL LEAVE

Annually one (1) day of personal leave shall be allowed a teacher, without pay deduction. Written application to the teacher's Principal or other immediate superior for such personal leave shall be made at least three (3) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than he/she is taking it under this Section, except however that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where to absence is required by Court Order.

2. The report form titled Employee's Report of Reason for Absence, Exhibit B, Page 27 shall be completed in duplicate with a pen and submitted to the teacher's immediate superior not later than the first day upon which the teacher returns to work, following any day of absence for any reason.

3. No teacher employed by the Board of Education shall remain absent from said teacher's work over more than ten consecutive working days for any purpose other than said teacher's personal illness or injury except as such teacher seeks and receives advance approval from the Board of Education, through the Superintendent of Schools to cover said absence in excess of said ten consecutive working days, with the allowed deviation as stipulated in the following statement. The Superintendent of Schools is empowered to extend such span of absence beyond said ten-day period, up to the next date on which the Board of Education will meet.

## ARTICLE XVIII

### EXTENDED LEAVES OF ABSENCE

Wherever the word "teacher(s)" appears in this ARTICLE, the same is hereby amended to read "Department Supervisor".

The words "Exhibit B, page 26" in paragraph 3 of this ARTICLE is hereby amended to read "Exhibit E".

1. Additional sick leave allowance as set forth in Article XIX sick leave paragraph No. 2.

2. The following maternity leave provisions:

All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:

- a. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

- b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

- c. Exact dates of the leave will be arranged, if possible, to coincide with changes in semesters. Where medically contra-indicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.

- d. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.

2. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. If the requested extension of return date is for other than the beginning of a semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.

3. The leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

4. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1 of the school year in which the teacher desires to return from said maternity leave, the teacher shall indicate to the Board, in writing, that she intends to return to teaching the following September. Failure to so notify the Board will be deemed to be a waiver by the teacher of her right to return from maternity leave that year.

5. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.
6. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:
  - a. The Board has found her teaching performance has substantially declined from the time immediately prior to her pregnancy.
  - b. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical capacity shall be deemed to exist if:
    - (1) The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
    - (2) The Board's physician and the teacher's physician agree that she can not continue teaching, or
    - (3) Following any difference of medical opinion between the Board's physician and the teacher's physician, a physician selected jointly by the Board and the teacher shall render a binding opinion on the physical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
  - c. Any other just cause.
3. The report form S-29, titled Employee's Report of Reason for Absence, Exhibit B, Page 26, shall be completed in duplicate with a pen and submitted to the teacher's immediate superior not later than the first day upon which the teacher returns to work, following any day of absence for any reason.

## ARTICLE XIX

### HEALTH INSURANCE

A. The Board of Education will provide for employees covered under this Agreement the following health insurance benefits:

1. New Jersey Blue Cross hospitalization;
2. New Jersey Blue Shield medical-surgical, including Rider J;
3. Major Medical insurance.

B. The Board of Education may change insurance carriers at its option and after notification to the Department Heads, provided substantially similar benefits are provided.

C. Department Supervisors are entitled to the identical dental plan coverage as provided for all employees covered by contract between the Fort Lee Board of Education and the Fort Lee Coalition of Teachers. It is further understood that at no time will the Department Supervisors' contribution to the dental plan exceed the contribution made by regular teaching staff members covered by the above dental plan.

The Board reserves the right at its option after notification to the Association to change insurance carriers, provided substantially similar benefits are provided.

D. The selection of a dental plan is also subject to the right of the Fort Lee Coalition of Teachers to select a dental plan insurance carrier of its own choice.

E. The selection of any insurance carrier by the Board, as aforesaid, or the selection of a dental plan insurance carrier by the Fort Lee Coalition of Teachers shall not be the subject of or a cause for invoking the grievance procedure.

F. The Board agrees to pay up to a maximum of \$ 20,500.00 for the 1983-1984 school year and a maximum of \$ 20,500.00 for the 1984-1985 school year for an optical coverage plan for all employees of the school district including the employees covered by this Agreement and other school district employees with whom the Board by a separate written contract agrees to provide optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction. The Board reserves the right, at its option, after notification to the Coalition, to change insurance carriers provided substantially similar benefits are provided.

G. Notwithstanding the provisions of Paragraph F. of this ARTICLE XIX, Health Insurance, it is hereby agreed between the parties hereto that in the event the Fort Lee Board of Education and the Fort Lee Education Association negotiates for the 1984-1985 school year an amount less than or more than \$ 20,500.00 for an optical coverage plan as set forth in Paragraph F. above, then either the Board or the Association shall have the right to reopen this Agreement for negotiations, solely and expressly limited to optical coverage and for no other purpose.

## ARTICLE XX

### DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its Department Supervisors dues which said Department Supervisor individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e and under rules established by the State Department of Education. Said monies, together with records of any correction, shall be transmitted to the Treasurer of the Association. The Association Treasurer shall disburse said monies to the appropriate Association or Associations. Department Supervisors authorizations shall be in writing.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Secretary of the Board, or his designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.



ARTICLE XXI

MISCELLANEOUS

A. Any individual contract between the Board and an individual Department Supervisor shall be consistent with the terms and conditions of this Agreement. The contract with a non-tenured Department Supervisor shall carry a clause providing for termination of the contract by either party upon a thirty (30) day notice.

B. Copies of this Agreement shall be printed at the joint expense of the Board and the Association.

C. Notice.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the following addresses:

1. If by Association to Board at:

School No. 1  
Whiteman Street  
Fort Lee, New Jersey 07024

2. If by Board to Association at:

Fort Lee High School  
Fort Lee, New Jersey 07024

D. Whenever the name "Fort Lee Coalition of Teachers" appears in this Agreement the same is hereby amended to read "Fort Lee Education Association."

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 1983, and shall remain in full force and effect through and including June 30, 1985, provided, however, that the Board or the Association shall have the right to reopen this Agreement as provided in Paragraph F. ARTICLE XIX - Health Insurance and for no other purpose.

FORT LEE HIGH SCHOOL DEPARTMENT  
SUPERVISORS ASSOCIATION

BY:

John Richardson  
John Richardson, A Member

Jack Bourhis  
Jack Bourhis, A Member

Denise Johnson  
Denise Johnson, A Member

Ursula Kohlmann  
Ursula Kohlmann, A Member

Ronald Guider  
Ronald Guider, A Member

Austin Patrizio  
Austin Patrizio, A Member

William Petrick  
William Petrick, A Member

Michael Villano  
Michael Villano, A Member

FORT LEE BOARD OF EDUCATION

By Jean Colosso  
JEAN COLOSSO President

Attest:  
By Charles A. Bartlett  
CHARLES A. BARTLETT, Secretary

EXHIBIT A

SALARY SCHEDULE

September 1, 1983 - June 30, 1984

1. The Department Supervisors' annual salaries for the 1983-1984 school year shall be computed and determined in the following manner.
  - a) In accordance with their proper place as a regular teacher on the 1983-1984 Fort Lee Teachers' Salary Guide; and
  - b) In accordance with their placement and position on the Annual Compensation Differential Guide for Department Supervisors as follows:

<u>Years of Service within the District as a Department Supervisor</u>	<u>Annual Compensation Differential</u>
1	\$ 1,254.00
2	1,392.00
3	1,675.00
4	1,949.00
5	2,229.00
6	2,785.00

EXHIBIT B

SALARY SCHEDULE

September 1, 1984-June 30, 1985

1. The Department Supervisors' annual salaries for the 1984-1985 school year shall be computed and determined in the following manner.

- a) In accordance with their proper place as a regular teacher on the 1984-1985 Fort Lee Teachers' Salary Guide; and
- b) In accordance with their placement and position on the Annual Compensation Differential Guide for Department Supervisors as follows:

<u>Years of Service within the District as a Department Supervisor</u>	<u>Annual Compensation Differential</u>
1	\$ 1,254.00
2	1,392.00
3	1,675.00
4	1,949.00
5	2,229.00
6	2,785.00

- c) For the school year 1984-1985, the Annual Compensation Differential Guide, as set forth in 1(b) above, for High School Department Supervisors shall be increased at all points within the guide by the same percentage that the Fort Lee Coalition of Teachers will have negotiated, through a consummated agreement with the Fort Lee Board of Education, as the average annual salary increase for teachers for the school year 1984-1985.

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(NOTE: See Exhibit F attached for hypothetical example of how to compute and determine the total annual salary of a Department Supervisor, based on a salary schedule similar to the one above, if the salary schedule were in effect for the school year 1978-1979.)

EXHIBIT C

INTENTIONALLY LEFT BLANK

EXHIBIT D

EMPLOYEE'S STATEMENT:

I was absent on the following day(s):

Absence starting on date of \_\_\_\_\_  
(Month) (Day) (Year)

and extending through date of \_\_\_\_\_  
(Month) (Day) (Year)

this making a total of employment days of absence for this occasion:

No. of working days absent \_\_\_\_\_

No. of days of accumulated sick leave at the onset of this absence \_\_\_\_\_ due to the following illness or injury

(Has your personal doctor's diagnosis? If a personal doctor was consulted, otherwise be your own diagnosis): \_\_\_\_\_

as explained in the herewith attached note (this note necessary only when more than 3 days of extended leave is requested)  
from my personal doctor: \_\_\_\_\_

Name of personal doctor \_\_\_\_\_

Full address of personal doctor \_\_\_\_\_

Date of this doctor's note \_\_\_\_\_

I request approval of the Board of Education Medical Director for the following number of additional days to extended  
leave within the provision of the policy delineated at the top of this form: \_\_\_\_\_

\_\_\_\_\_  
(Date signed)

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(School)

ACTION OF THE BOARD OF EDUCATION MEDICAL DIRECTOR ON THE ABOVE APPLICATION

\*The following portion of this form will be completed by the Medical Director through his affixing an X mark in the  
appropriate box, then signing and dating this form and subsequently mailing the signed copy to the employee in the stamped,  
self addressed envelope that the employee has provided.

☐

I approve the above request.

☐

I disapprove the above request.

\_\_\_\_\_  
(Date signed)

\_\_\_\_\_  
(Signature of the Medical Director)



# EXHIBIT E

## FORT LEE PUBLIC SCHOOLS S-28 EMPLOYEE'S REPORT OF REASON FOR ABSENCE

### INSTRUCTIONS:

For maximum accuracy in record keeping, this report form should be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work following any day of absence for any reason. For this purpose, the immediate superior is defined as the Principal or other person to whom the employee is assigned for administrative purposes except that certain personnel may submit their report to the District Director, and having supervision who provide more than one school building shall submit their report to the Board of Education office.

The immediate superior, as the Principal, shall retain for file one copy of this report and promptly submit the other copy to the office of the Secretary of the Board of Education.

### EMPLOYEE'S STATEMENT:

On the following day(s) I will be or was absent for the following reason(s):

Absence starting on date of \_\_\_\_\_ (month) \_\_\_\_\_ (Day) \_\_\_\_\_ (Year) \_\_\_\_\_

and extending through date of \_\_\_\_\_ (month) \_\_\_\_\_ (Day) \_\_\_\_\_ (Year) \_\_\_\_\_

This making a total of employment days at absence for this occasion(s) \_\_\_\_\_

No. of working days shown \_\_\_\_\_

for the reason(s):

(Check one, and fill in any blanks on form checked. If more than one reason is applicable, list on the left of each line checked the appropriate detail.)

☐

Sick leave (my own personal illness or injury)

Employees on 10-month contracts allowed 10 days per year and employees on 12-month contracts allowed 12 days per year, with additionally unused portions accumulated from previous years allowed - without pay deduction.

☐

Emergency leave Up to 5 days per year without pay deduction is allowed for (1)

death, illness, or injury of a member of my immediate family (father, mother, brother, sister, husband, wife or child) or my home (father, son, mother-in-law, brother-in-law, daughter-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's immediate household.

If the death, illness or injury, state here the relationship of the person involved previous.

☐

Personal leave: One day per year without pay deduction is allowed when reason for absence is personal in nature and is administratively approved per regulations of the Board of Education.

☐

Attendance at professional conference, convention, or meeting when approved in advance by the Superintendent of Schools or the Board of Education.

State occasion and place:

THIS REPORT MAY NOT BE CHANGED AFTER FILING

\_\_\_\_\_  
(Employee signature)

\_\_\_\_\_  
(Signature of Supervisor)

411704

OTHETICAL EXAMPLE  
T A VALID GUIDE.

HYPOTHETICAL EXAMPLE  
NOT A VALID GUIDE.

HYPOTHETICAL EXAMPLE  
NOT A VALID GUIDE.

EXHIBIT F

SALARY SCHEDULE

September 1, 1978 - June 30, 1979

1. The Department Supervisors' annual salaries for the 1978-1979 School Year shall be computed and determined in the following manner.

- a) In accordance with their proper place as a regular teacher on the 1978-1979 Fort Lee Teachers' Salary Guide; and
- b) In accordance with their placement and position on the Annual Compensation Differential Guide for Department Supervisors as follows:

<u>Year of Service within the District as a Department Supervisor.</u>	<u>Annual Compensation Differential</u>
1	\$ 900
2	1,000
3	1,200
4	1,400
5	1,600
6	2,000

- c) For the school year 1978-1979, the Annual Compensation Differential Guide, as set forth in 1(b) above, for High School Department Supervisors shall be increased at all points within the guide by the same percentage that the Fort Lee Coalition of Teachers will have negotiated, through a consummated agreement with the Fort Lee Board of Education, as the average annual salary increase for teachers for the school year 1978-1979.

Department Supervisor Mrs. X, B.S., Class 1, 15 years of accredited experience on the Fort Lee Teachers Salary Guide and 6 years of service within the district as Department Supervisor, both as of June 30, 1978. Mrs. X salary for the 1978-1979 school year would be computed and determined in accordance with the above mentioned salary schedule as follows:

EXHIBIT F, Continued

1. Proper place on 1978-1979 Fort Lee Teachers Salary Guide as of June 30, 1978 (Class 1, 15th step)...\$ 19,800
2. Annual Compensation Differential Guide (see b above), would be increased in accordance with c above by 5%, which percentage is the average percentage increase the teachers received for the 1978-1979 school year, per paragraph 2a of the Memorandum of Understanding, between the Board and the Coalition of 9/29/78.

The new Annual Compensation Differential Guide for 1978-1979 would be as follows:

<u>Year of Service within the District as a Department Supervisor.</u>	<u>Annual Compensation Differential</u>	<u>New Compensation Differential For 1978-1979</u>
1	\$ 900 x 1.05	\$ 945
2	1,000 x 1.05	1,050
3	1,200 x 1.05	1,260
4	1,400 x 1.05	1,470
5	1,600 x 1.05	1,680
6	2,000 x 1.05	2,100

3. Proper place as of June 30, 1978, on the 1978-1979 Annual Compensation Differential Guide (6th year of service) .....\$ 2,100

Total 1978-1979 Annual Salary for Mrs. X would be .....\$ 21,900